Panaji, 7th May, 1998 (Vaishak 17, 1920)



SERIES I No. 6 GAZET FICIA

GOVERNMENT OF GOA

Note: There is one extraordinary issue to the Official Gazette, Series I, No. 5 dated 30-4-98 namely, Extraordinary dated 30-4-98 from pages 45 to 46 randing Notification from Department of Finance (Budget Division).

GOVERNMENT OF GOA

Department of Law & Judiciary

(Legal Affairs Division)

Notification

7-8-98/LA

The Goa Municipalities (Amendmend) Act, 1998 (Goa Act 17 of 1998), which has been passed by the Legislative Assembly of Goa on 26-3-1998 and assented to by the Governor of Goa on 23-4-1998, is hereby published for general information of the

P. V. Kadneker, Joint Secretary (Law) Panaji, 28th April 1998.

THE GOA MUNICIPALITIES (AMENDMENT) ACT, 1998

(Goa Act 17 of 1998)

[23-4-1998]

AN

ACT

further to amend the Goa Municipalities Act, 1968.

Be it enacted by the Legislative Assembly of Goa in the Forty-ninth Year of the Republic of India as follows:-

- 1. Short title and commencement.— (1) This Act may be called the Goa Municipalities (Amendment) Act, 1998.
 - (2) It shall come into force at once.
- 2. Amendment of section 104.— In section 104 of the Goa Municipalities Act, 1968 (Act 7 of 1969), after clause (c), the following shall be inserted, namely:-

"(cc) a garbage treatment tax for disposing solid waste by incineration or other scientific method;".

Secretariat Annexe, Panaji.

Dated: 28-4-1998.

B. S. SUBBANNA, Secretary to the Government of Goa, Law Department (Legal Affairs).

Department of Health

Directorate of Health Services

Notification

DHS/SP. CELL/SECRET/97-98/17

Government is pleased to direct the levy of fees towards the payment of charges of Rs. 500/- (Rupees Five hundred only) per bottle of blood whenever a bottle of blood is given to private hospitals/parivate parties.

By order in the name of the Governor of Goa.

Dr. Arvind V. Salelkar, Director of Health Services Ex-Officio Jt. Secretary to Government.

Panaji, 20th March, 1998.

Department of Panchayat Raj and Community Development

Directorate of Panchayats

Notification

24/2/97/ Const/Rep/3109/914

The Government of Goa is hereby pleased to frame a Scheme for the grant of loan to weaker sections of Society for construction/improvement/repair of houses, as follows, namely:-

1. Short title and commencement:—(1) This scheme may be called the Goa (Grant of loan to weaker sections of society for construction/improvement/repair of houses) Scheme, 1998.

- (2) It shall come into force with effect from 6th April, 1998.
- 2. Eligibility:— Any person who is born and residing in Goa, since last 15 years, whose father or mother is born in Goa and whose annual total income including that of his family from all sources does not exceed Rs. 25000 and who does not own any house or owns a house either in his/her own name or in the name of any of the family members which requires repairs/renovation/reconstruction/alteration, shall be eligible to avail, the benefits of this Scheme.

Explanation:— "Family members" means and includes husband, wife, father, mother, unmarried sisters, unmarried daughters, unmarried sons who are solely dependent on the applicant.

- 3. Purpose:— The loan under this Scheme may be sanctioned for the purpose of construction of new house or for repairs or improvement/renovation/reconstruction/alteration of existing house duly registered in Panchayat records.
- 4. Amount of loan:— The maximum amount of loan which will be sanctioned under this Scheme is Rs. 20000/- which shall be released to the applicant in two instalments. The first instalment shall be of 50% of total loan amount, which shall be released at the time of sanctioning the loan. The second instalment shall be of 50% of total loan amount which shall be released on the recommendation of the Block Development Officer after having verified that the construction has reached upto the plinth level. Further in case of repairs or improvement of the existing house, the loan instalment shall be released as under:-
 - 1) First instalment of Rs. 10,000/-
- 2) Second instalment of Rs. 10,000/- on production of certificate from the Block Development Officer that the amount of 1st instalment has been properly utilized.
- 5. Interest:— The loan shall carry such interest as may be fixed, from time to time, by the Government.
- 6. Recovery of loan:— The principal amount of loan alongwith interest thereon shall be recoverable in 20 equal annual instalments. The first instalment shall be payable on the expiry of 18 months from the date of its disbursement. Thereafter, remaining instalments shall be paid every year. However, the borrower may, if so desires, repay the loan and interest thereon in shorter period.
- 7. Manner of applying for loan:— (1) The loan shall be applied in the form at Annexure 'A' hereto. (2) The application alongwith other required documents shall be submitted to the Block Development Officer. (3) The Block Development Officer shall forward the application alongwith all other documents and his recommendations thereon to the Director of Panchayats within a week from the receipt thereof. (4) The application for loan shall be a companied by the following documents:-
 - (a) Title documents;
 - (b) Permission from the Panchayats;

- (c) Site Plan;
- (d) Model of the house/Repairs to be carried on;
- (e) Photograph of the applicant;
- (f) Income Certificate issued by Sarpanch;
- (g) Residential Certificate issued by the Sarpanch;
- (h) Certificate issued by the Sarpanch to the effect that the applicant and his father or mother were born in Goa.
- 8. Other conditions:—(1) The construction of house shall be done as per the approved model.
- (2) The total estimated cost of construction/improvement/repairs of the house shall not exceed Rs. 50,000/-.
- (3) The loan shall be granted in the joint name of husband and wife, in case the applicant is married.
- (4) The construction/improvement/repairs of the house shall be completed within a period of one year from the date of disbursement of the first instalment:

Provided that the sanctioning authority may extend the time limit to such period not exceeding one year, if the circumstances so desire.

- (5) In case the construction/improvement/repairs as the case may be, is not completed within the period mentioned above, the amount of loan together with the interet thereon shall be recoverable summarily as an arrears of land revenue.
- (6) The borrower and surety shall execute an agreement-cum-indemnity bond and surety bond respectively in favour of the Government in the form at Annexure 'B' and 'C' respectively and such bonds shall remain in full force till the amount of loan together with interest thereon is fully repaid.
- (7) The applicant shall not create any charge over the land or over the house.
- (8) Any amount due under this Scheme shall be recoverable as an arrears of land revenue from the borrower and/or from the surety.
- (9) No loan under this Scheme shall be granted to a person who has already obtained or applied for a loan for construction/improvement/repair of house under any other Scheme of the Government, housing Society, corporation either wholly or partly owned by the Government, or Central Government, Nationalised or Co-operative Bank, or any Society, etc.
- (10) The applicant shall at all reasonable times, permit any person or persons authorised by the Block Development Officer, Director of Panchayats, or the Government, to inspect the house under construction/repairs and thereafter on completion as and when necessary.
- (11) The applicant shall maintain the house in a good and habitable condition.
- (12) The applicant shall not sell or transfer or assign any right in respect of said house and land in whatsoever manner to any person

- (13) The Agreement-cum-Indemnity Bond is exempted from payment of stamp duty.
- 9. Sanctioning Authority:— The Director of Panchayats, shall be the sanctioning authority under this Scheme.
- 10. Miscellaneous:— The Government may modify, alter, add, or cancel any conditions of this Scheme from time to time. The instructions to the Block Development Officer are at Annexure (D) attached hereto.
- 11. This Notification is issued in supersession of the Government Notification No. 24/2/97 Const. Rep/3109 dated 26-3-1997 published in the Official Gazette, series I No 15, dated 10-7-97.

By order and in the name of the Governor of Goa.

G. G. Kambli, Director of Panchayats and Ex. Officio Joint Secretary.

Panaji, 26th March, 1998.

ANNEXURE 'A'

Form of Application

For Grant of loan for construction/improvement/repair of house.

- (1) Name of aplicant (in Block letters):
- (2) Age:
- (3) Name of father/husband:
- (4) Whether applicant and his/her father or mother was born in Goa and period of his residence:
- (5) Name of Village and Taluka:
- (6) Occupation of the applicant:
- (7) Annual income (Give details of agricultural land and other property).
- (8) (a) Survey Number or numbers of the house site:
- (b) Boundaries of the Site—North, South, West, and East.
- (9) Total area and the market value of the house-site/house to be improved.
- (10) Details of the documents to prove ownership of the house/site and house to be improved.
- (11) Encumbrances, if any, attached to the house-site/and house to be improved
- I. For construction of new house or complete re-building of old house.
- (1) Particulars of the house to be built (if one of the model plans is to be followed, then state its design number):
 - (a) Cost;
 - (b) Plinth area;

(In case some modifications are required in the model plans to suit individual requirements, attach a rough plan of the house as it should be with approximate estimate of the cost and specification).

- II. For improvement of existing houses.
- (2) Particulars of the improvements proposed to be made:—
 - (a) Cost
 - (b) Nature and extent (Mention in detail the purpose for which the loan is required, i. e. whether it is for enlarging accommodation, construction of a kitchen, store,

cattleshed, reflooring, re-roofing, provision of doors, windows and ventilators, etc.)

- (12) Amount of loan required for construction/reconstruction/improvement of the house.
- (13) Total amount to be invested by the aplicant:
 - (a) In cash;
 - (b) In the form of material;
 - (c) In the form of his own labour or of the members of his family.
- (14) Details of loans and advances from all sources outstanding against the applicant.

Purpose of loan Amount (in Rupees)

Amount still to be repaid (in Rupees)

- (15) Period of repayment: (Number and amount of instalments to be specified).
- (16) Any other information considered appropriate or essential by the applicant.

I	son
of	
, do hereby sole	
the contents of this application are correct	and true to the best of my
knowledge and that I have/not concealed o	r with held any facts or fact.

(Signature or thumb impression of the applicant)

Station: Date:

I, the undersigned Shri			
working in		••••••	•••••
J	(Name of	Government	Department)
sam will	ing to stand:	surety for the a	bove applican

Signature of Surety.

ANNEXURE 'B'

Agreement-Cum-Indemnity Bond

This indenture is made at	on this
day of of the year 1998 between	Shri
(hereinafter referred to	as the horrower which
expression shall unless repugnant to the contex	ct include his heirs, legal
representatives, executors, administrators, suc	0 ,
the one part, and the Governor of Goa (herein	after called the Jovern-
ment) of the other.	

Whereas the Borrower is owner in possession of or otherwise well and sufficiently entitled to the land and premises described in the Schedule hereunder written, free from all encumberances;

And whereas the Government has sanctioned a loan of Rs.(Rupeesonly), to the Borrower subject to the terms and conditions contained in the Scheme namely the Goa (Grant of loan to weaker section of society for construction/improvement/repair of houses) Scheme, 1998 (hereinafter referred to as the said Scheme) a copy of which is hereto annexed, and which shall from part and parcel of this Indenture;

And whereas the Government has agreed to advance the loan to the Borrower on his agreeing to make repayment of the loan with interest thereon and execution of this Agreement-cum-Indemnity Bond in favour of the Government.

Now therefore this Indenture witnesses as follows:-

(1) The Government hereby advances a sum of Rs. as a loan payable in instalments in the manner follows:—

In case of construction of a house:—

- (a) On the execution of this Agreement Rs..... , (Rupees only);
- (b) On the completion of the house to plinth level, Rs.only);

In the case of improvement/repair of a house:-

- (a) On the execution of this Agreement Rs. (Rupees Only).
- (b) On Completion of one half of the work Rs. (Rupees only).
- (2) In consideration of the premises, the Borrower convenants with e Government to repay to the Government the full amount of the said an of Rs. together with interest thereon in equal inual instalments. The repayment of the loan in the manner aforesaid hall commence from the expiry of eighteen months from the date of the ceipt by the Borrower of the first instalment of the said loan provided ways that in the event of the Borrower committing a breach of any of e terms and conditions herein contained, the Government shall, without prejudice to any other right or remedy available to it hereunder, as well as in law, be entitled to recover from the Borrower interest on the said loan or the balance as then may be due at the rate ofper annum being the normal rate of interest payable by the Borrower to the Government in respect of the said loan. In the event if the Borrower fails to pay the instalments due with interest thereon, the person who stands as surety to the Borrower shall undertake to repay the amount due or part thereof to the Government.
- (3) The Borrower shall pay interest at the rate of per annum, provided always that if on the day on which the payment of interest ought to be made, the Borrower having complied with his/her/ their obligations hereunder other than those relating to the payment of terest on the full amount of the said loan, shall pay interest to the ernment on the said loan or part thereof remaining due and ble at the rate of per annum, the Government shall pt such payments in satisfaction of payment of interest at the : hereinbefore mentioned.
- (4) If the Borrower shall make default in punctual payment of the instalments either of the principal or interest or if the Borrower shall fail to observe or perform any of the terms conditions and stipulation herein contained or in the said Scheme and on his part to be observed and performed, then and in such case the whole of the principal amount of the loan or so much thereof as shall then remain due and unpaid shall

become payable forthwith to the Government with interest thereon at the rate of per annum calculated from the date (s) from which the payment by the Borrower of the respective instalments is to be made to the Government.

- (5) In further pursuance of the said agreement and for the consideration aforesaid and to secure repayment of the said loan and interest as shall at any time or times be due to the Government under the terms of this presents, the Borrower both hereby grant, convey, transfer unto the Government all that piece or parcel of land or ground and building together with paseages, tenements or dwelling house hereafter to be arected/repaired situated at..... and more particularly described in the Schedule hereunder written and delineated on the plan hereto annexed and thereon shown as surrounded by boundaries (hereinafter referred to as the said premises) with all rights, easements and appurtenances thereon to hold the said premises upto and to the use of the Government absolutely forever free from all encumberances SUBJECT however to the provision for redemption hereinafter contained: PROVIDED ALWAYS and it is hereby agreed and declared that if the Borrower shall pay to the Government the said principal sum and interest hereby secured in the manner herein provided and also other moneys, if any, by these presents payable by the Borrower to the Government, then the Government at any time thereafter upon the request and at the cost of the Borrower reconvey the said premises unto and to the the use of the Borrower or as he may direct.
- (6) If there shall be any breach by the Borrower of any of the convenants and stipulations herein contained and on his part to be observed and performed or if the Borrower shall become insolvent or go into liquidation before the repayment debt shall have been fully paid off or if the debt becomes payable to the Government forthwith hereunder then and in any of such cases it shall be lawful for the Government to sell the said premises or any part thereof either together or in parcels and either by public auction or by private contract with power to buy or rescind or vary any contract for sale and to re-sell without being responsible for any loss or diminution which may be occasioned thereby and for the purposes aforesaid to execute and to do all such assurances and things for effectuating any such sale as the Government shall think fit and the aforesaid power shall be deemed to be a power to sell the said premises in default of payment of the debt without the intervention of the court within the meaning of section 69 of the Transfer of property Act, 1882 (Central Act 4 of 1882) and IT IS HEREBY AGREED AND DECLARED that the receipt by the Government of the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefrom, AND IT is hereby further declared that the Government shall hold the money to arise from any sale in pursuance of the aforesaid power UPON TRUST in the first place thereout to pay all the expenses incurred on such sale and in the next place to apply such moneys in or towards the satisfaction of the moneys for the time being owing on the security of these presents and then to pay the surplus (if any), to the Borrower.
- (7) For the consideration aforesaid and as further security for the repayment of the aforesaid loan and for the performance of the convenants herein contained, the Borrower hereby hypothecate all the building materials and article purchased by the Borrower for the construction/ improvement of the said house and any other building materials and article which may hereafter be purchased by the Borrower for the construction thereof TO THE EXTENT that all such building materials and articles shall remain and form additional security for the repayment to the Government of the debt in the manner aforesaid:

PROVIDED THAT if there shall be any breach by the Borrower of any of the convenants and stipulations on his part to be observed and performed or if the Borrower shall commit default in the payment of any instalment of principal or interest due hereunder on the due date hereinbefore mentioned or if the Borrower becomes insolvent or goes into liquidation or the mortgage debt becomes payable to the Government forthwith hereunder then and in any of such cases, for the purpose of recovering any amount as may become due to the Government, the Government shall have power without the intervention of the court to take possession of the building materials and articles hereby hypothecated and sell or concur with any other person in selling the same or any part thereof either together or in lots or either by public auction or by private contract subject to the condition that in any such case it shall be lawfull for but not obligatory upon the Government to repair and keep in good and substantial repair and working order the said mortgaged premises or any part thereof and to pay any such revenue, ground rent, taxes and assessments, dues, duties and outgoing AND all moneys, costs, charges and expenses of such repair and the paying of such revenue, ground rent, rates, taxes and assessments, dues, duties and outgoing shall be a charge upon the said premises jointly with all the principal moneys and interest hereby secured as if they had formed a part thereof. In the event if the amount due cannot be recovered from the Borrower, the said amount shall be recovered from the surety.

- (8) The Borrower hereby convenants with the Government as follows:—
 - (a) The Borrower shall utilise the amount of the loan hereunder for the purpose of the construction of a house/improvement/repair of a house already existing on the said premises and for no other purpose.
 - (b) That the Borrower now hath in himself good right/full power and lawful authority to grant, convey, transfer and assure the said premises unto the Government in the manner aforesaid.

 - (d) The Borrower shall not, without the previous sanction of the Government, transfer the premises by way of sale, gift, mortgage or otherwise or any right, title or interest thereunder, till such time as whole amount of the loan and interest remains unpaid.
 - (e) The Borrower shall maintain regular and complete account of expenses incurred and of the stock and materials purchased in connection with the construction/improvement of the house and furnish such information to the Government as may be required from time to time and allow any person or persons authorised by the Government to inspect such accounts.
 - (f) The Borrower shall permit any person or persons authorised by the Government to inspect the building under construction/ improvement as also the building materials and stock.
 - (g) The Borrower shall complete the construction/improvement of the house before the end of

- (h) The Borrower shall from time to time and at all times during the continuance of these presents keep the said premises and every part thereof in a good and substantial state of repair and working order and shall pay all revenue, ground rent, rates, taxes and assessments, present as well as future, and all dues, duties and outgoing whatsoever payable in respect of the same immediately/as they shall become due and payable AND in case the Borrower neglects to keep the said premises or any part thereof in good and substantial repair and working order or to pay the revenue, ground rent, rates, taxes, and assessments dues, duties and outgoings as aforesaid, then and in any such case it shall not be obligatory upon the Government to repair and keep in good and substantial repair and working order the said premises or any part thereof and to pay any such revenue, ground rent, taxes and assessments, dues, and outgoing AND all moneys, cost, charges and expenses of such repair and the paying of such revenue, ground rent, rates taxes, and assessments dues, duties and outgoing shall be a charge upon the said premises jointly with all principal moneys and interests hereby secured as if they had formed a part thereof.
- (9) Without prejudice to the rights of the Government under the preceding clause, all sums found due to the Government under or by virtue of these presents shall be recoverable from the Borrower and/or from the Surety in the same manner as an arrears of land revenue under the law in force and any amendment thereof, or in any other manner as the Government deems fit.
- (10) AND IT IS HEREBY AGREED AND DECLARED that the Government shall have the fullest liberty without affecting the security herein to postpone for any time and from time to time any of the powers exercisable by it against the Borrower or his Surety either under these presents or otherwise and either to enforce or forbear any of the terms and conditions herein contained.

	(11) The	stamp	duty	payable	on	these	presents	shall	be	borne
by										

SCHEDULE

Description of landed property along with built up house/house to be constructed.

IN WITNESS WHEREOF THE PARTIES HERETO have executed these presents the day and the year herein above written.

Witnesses:	Signed and delivered
(1)	by Shri
(2)	(Borrower)
Witnesses:	Accepted by
(1)	
(2)	
	for and on behalf of the

Governor of Goa.

THAT

KNOW

ANNEXURE C

Form of Surety Bond

PRESENTS

ALL MEN BY THESE

I, son					
of in the District of					
at present employed as a permanent					
in the(hereinafter called					
"the Surety") held and firmly bind up to the Governor of Goa (herein-					
after called "the Government") in the sum of					
Rs(Rupeesonly)					
with interest as hereinafter specified and all cost and all charges and					
expenses that shall or may have been incurred by or occasioned to the					
Government to be paid to the Government FOR WHICH PAYMENT					
TO be well and truly made I hereby bind myself, my heirs, executors,					
administrators and representatives firmly by these presents. As witness					
my hand this day of one thousand					
nine hundred and					
WHEREAS the Government has agreed to grant to					
, a resident of					
called, "the borrower") at the borrower's own request loan of					
$Rs. \qquad \qquad (Rupees \qquad \qquad only)$					
for the AND WHEREAS THE BORROWER has					
undertaken to repay the said amount in of					
equal monthly instalments with interest as calculated at					
the rate of thereon or on so much thereof as shall for the time $% \left(1\right) =\left(1\right) \left($					
being remain due and unpaid calculated at fixed Government rates in					
force for Government loans from the day of the advance;					

AND WHEREAS in consideration of the Government having agreed to grant the aforesaid loan to the Borrower, the Surety has agreed to execute the above bond with such conditions as hereunder written.

NOW, THE CONDITION OF THE ABOVE WRITTEN Bond is that if the said Borrower shall, Duly and regularly pay or cause to be paid to the Government the amount of the aforesaid loan owing to the Government by instalments with interest as calculated in the aforesaid manner thereon or on so much thereof as shall for the time being remain. due and unpaid calculated at fixed Government rates in force for Government loans from the day of the loan until the said sum of Rs. calculated in the aforesaid manner shall be duly paid, then this bond shall be void, otherwise the same shall be and remain in full force and virtue.

BUT SO NEVERTHELESS that if the Borrower shall die or become insolvent the whole or so much of the said principal sum of Rs. (Rupees only)thereof as shall then remain unpaid and the interest due on the said principal sum calculated in the aforesaid manner from the day of the loan shall immediately become due and payable to the Government and be recoverable from the surety in one instalment by virtue of this bond.

The obligation undertaken by the Surety shall not be discharged or in any way affected by an extension of time or any other indulgence granted by the Government to the said Borrower, whether with or without the knowledge or consent of the Surety.

The Government have agreed to bear the stamp duty, if any, for this document.

The witness whereof the surety has executed these presents on the date hereinabove written.

(Signature of Surety)

	(Designation) Office to which attached		
	In the presence of following witness:— (i)		
Signature,	Accepted by		
Address and occupation of the Witnesses.	Secretary to the Government of Goa Department, for and on behalf of the Governor of Goa.		

ANNEXURE - D

Instructions to the Block Development Officer with regard to the implementation of the Goa (Grant of loan to weaker section of society for construction/improvement/repair of houses) Scheme, 1998.

- (1) The Scheme should be given wide publicity in the villages selected for implementing the Scheme, through the Village Panchayats and Gramsevaks.
- (2) As soon as the Villages are selected and grouped together, applications should be invited from the villagers for loan, assistance. A reasonable time limit should be specified for receipt of such applica-
- (3) The Extension Officer (Rural Engineering) shall render all technical assistance required by the villagers in the preparation of the plan and estimates and in the execution of the work.
- (4) All applications for loan shall be considered by the Block Development Officer and forwarded to the Director or Panchayats, for sanction.
- (5) The loan granted to each aplicant should be kept as low as possible and should be determined in relation to his repaying capacity.
- (6) (a) In order to ensure the security of the loan, the Block Development Officer should make a thorough enquiry to satisfy himself that the title of the applicant to the plot of land on which he proposes to build the house or to the house proposed to be improved/repaired is clear and free from all encumbrances.
 - (b) The Block Development Officer should also make sure with reference to the income of the applicant as also with reference to any other loans taken or liabilities incurred by the applicant, that the loan asked for under the Scheme would be within the applicants repaying

- capacity. While forwarding the application to the Director of Panchayats or some other authority authorised in this behalf, the Block Development Officer should clearly record his findings and recommendations in this respect.
- (c) When one solvent Surety is accepted, the Block Development officer should ensure that the concession is not misused and should ascertain about the facts indicated by the applicant.
- (7) In granting loans, preference should be given to such eligible applicant as belong to the lower income group or to backward classes.
- (8) Generally, loans to construct new house should not be given to any person who has already a residential house but where there is evidence that the new house to be constructed is essentially needed for his own bonafide residential purposes, loan may be granted after being satisfied that all requirements of the Scheme have been fulfilled.
- (9) The Bolck Development Officer should give special attention to the all-round development of the Village selected for implementing the Scheme. Improvement of communications, water supply, health and rural sanitation, development of village industries, etc. should receive particular attention. Government funds should, as far as possible, be utilised in this Village in adequate measure.
- (10) The Block Development Officer shall render the villagers all assistance in the procurement of scarce and controlled materials required for the construction of the house.
- (11) The Block Development Officer or such other higher Officer as may be prescribed by the Director of Panchayats shall be responsible for the recovery of the loan under the Scheme. They should maintain proper accounts and registers in this regard.